heirs were held barred from recovering the realty by the adverse possession of the trustees for 27 years. The Colonization Society then filed their bill against the trustees demanding the corpus of the property; the State filed its bill claiming the property as escheat. *Held,* that neither plaintiff was entitled to relief. *American Colonization Society v. Latrobe* (1918, Md.) 104 Atl. 120; s. c. (1917) 131 Md. 296, 101 Atl. 780; s. c. (1917) 129 Md. 605, 99 Atl. 944, L. R. A. 1917C 937.

See COMMENTS, p. 488, *supra.*

TORTS—EXPECTATION OF BENEFIT—INTERFERENCE BY OUTSIDER.—The plaintiff sued for damages, alleging that the defendant had negligently driven piles through the intake pipes of a city's water system; that before the damage was repaired a house insured by the defendant took fire, and burned down because the defendant's negligence had prevented the municipality from furnishing water enough to quench the fire. *Held,* on demurrer, that the complaint stated a cause of action. *Concordia Fire Ins. Co. v. Simmons Co.* (1918, Wis.) 168 N. W. 199.

A tort action will lie for wilfully inducing a third party to break a contract with the plaintiff. *Lumley v. Gye* (1853, Q. B.) 2 E. & B. 216; *Knickerbocker Ice Co. v. Gardiner Dairy Co.* (1908) 107 Md. 574, 69 Atl. 405, 16 L. R. A. (N. S.) 746 and note; but see *Jackson v. Morgan* (1911) 49 Ind. App. 376, 94 N. E. 1021. *A fortiori* should it lie where the defendant, not indirectly by persuasion, but by his sole direct act, wilfully prevents performance of a duty to the plaintiff. Nor has recovery been limited to persons having a contract immediately with the party prevented. *Wakin v. Wakin* (1915) 119 Ark. 509, 180 S. W. 471, commented on (1916) 25 YALE LAW JOURNAL, 407 (where plaintiff was liable to indemnify the surety on a bond, forfeiture of which defendant induced). Nor has it always been insisted on that the defendant's action be wilful. *Twitchell v. Glenwood-Inglewood Co.* (1915) 131 Minn. 375, 155 N. W. 621 (notice of third party's duty to plaintiff was enough); *Wilkins v. Weaver* [1915] 2 Ch. 322; but see (1916) 25 YALE LAW JOURNAL, 509. The principal case stands on what at first seems less cogent ground. A taxpayer has no right against either the municipality, or a water company under contract with the municipality, that they shall furnish him water to protect his property from fire. *Wallace v. Mayor, etc. of Baltimore* (1914) 123 Md. 638, 91 Atl. 687; (1918) 27 YALE LAW JOURNAL, 1008, 1018. But he has a reasonable expectation that they will, to his benefit, exercise their legal privilege so to furnish. Some similar expectations the law protects, by imposing duties on third parties not to interfere in certain ways with the realization of the expectation. So with good will, i. e., the expectation that third parties will exercise their privilege of dealing with the plaintiff; so with the expectation of "free flow of labor"; so with an employer's expectation that his men, barring outside persuasion, will continue to exercise their privilege of working for him. See Cook, *Privileges of Labor Unions* (1918) 27 YALE LAW JOURNAL, 779, commenting on *Hitchman Coal & Coke Co. v. Mitchell* (1917) 38 Sup. Ct. 65; *Lewis v. Bloede* (1912, C. C. A. 4th) 202 Fed. 7; *Hutton v. Waters* (1915) 132 Tenn. 527, 179 S. W. 134, L. R. A. 1916B 1238. So also perhaps, with an expectation that a testator will allow his property to come to the plaintiff. See (1917) 27 YALE LAW JOURNAL, 263. Nor need the expectation be always that another person confer the benefit. *Keeble v. Hickeringill* (1809, K. B.) 11 East, 574 (frightening away birds ordinarily landing on plaintiff's property). But in all the above cases "malice" was involved: i. e., a will to damage the plaintiff, without such justification as made the damaging privileged. The principal case presents the question how far expectations otherwise protected by the law should also be protected against *negligence* of third parties, where no malice is involved.

In the case of "interference" with contracts, the answer has sometimes been: not at all, although loss was caused to the plaintiff immediately by the defendant's act. *La Société Anonyme de Remorquage à Hélice v. Bennetts* [1911] 1 K. B. 243, 27 L. T. Rep. 77 (defendant sank a barge plaintiff was actually engaged in towing); see also *Homan v. Hall* (1917, Neb.) 165 N. W. 881, (1918) 27 YALE LAW JOURNAL, 704. Yet, where the loss suffered was similarly immediate a mere—though very actual—expectation has been protected. *Metallic Compression Casting Co. v. Fitchburg R. Co.* (1872) 109 Mass. 277 (hose actually serving to put out fire negligently cut by defendant). The principal case is weaker in two ways: the damage to the water system was done with no notice of active danger to the plaintiff; and it was done a week before the fire. Both notice and immediacy may well be of importance in determining the reaction of community sentiment and so of the law. It is to be noted that the chain of causation in such cases is unusually long. It must be shown that the thing desired would have benefited the plaintiff, had it occurred, e. g., put out the fire; that it would in reasonable expectation have occurred; and that it was the defendant's act which prevented its occurrence—the causation here being further weakened in all persuasion cases by the factor of the "persuadee's" own will. It is believed that extension of such protection of expectations, against negligence, will turn on two factors: on a strict requirement of immediacy of causation—which might have served to distinguish the instant case from that in Massachusetts—; and on the policy of limiting the number of actions arising out of one act, recovery being denied to a party damaged only in second instance, when the act gives a cause of action to the party more directly injured—which would serve to distinguish the contract cases denying recovery.

TORTS—ILLEGAL OPERATION OF JITNEY BUSSES—RIGHT OF STREET RAILWAY TO INJUNCTION.—The defendant was operating jitney busses without license or bond, in violation of the statute. The plaintiff, a street railway with which the defendant competed, sued to enjoin further illegal operation. *Held,* that the injunction be granted, as the defendant's acts were an actionable interference with the plaintiff's property in its franchise; and as the defendant's illegal use of the public streets constituted a public nuisance to the special damage of the plaintiff. *Puget Sound Traction, etc. Co. v. Grassmeyer* (1918, Wash.) 173 Pac. 504.

See COMMENTS, p. 485, *supra.*

TORTS—MENTAL SUFFERING—NEGLIGENT LOSS OF ASHES OF DECEASED CHILD.—The plaintiffs had paid the defendant $12 to cremate the body of their child, to supply an urn for the ashes, and to keep them until called for. Three years later, when the ashes were demanded, they could not be found; whereupon the plaintiffs brought suit on two counts, one sounding in contract, the other in tort for negligent loss of the ashes, entailing mental suffering. Upon verdict judgment was entered for $12 on the first count and for $300 on the second. *Held,* that the judgment on the count sounding in tort was erroneous, as no damages were recoverable for mental suffering where there was no accompanying "physical invasion" of the plaintiffs' rights. *Kneass v. Cremation Society* (1918, Wash.) 175 Pac. 172.

It is generally recognized that the next of kin has a right, for the purpose of burial, to the body of the deceased in the same condition in which it was at the time of death. Violation of this right by negligent or wilful mutilation of the body gives rise to a right to recover increased burial expenses as compensatory damages. See *Long v. Chicago, etc. R. Co.* (1905) 15 Okla. 512, 520; 86 Pac.